



**TOWN OF NEW FAIRFIELD  
FINANCE DEPARTMENT  
3 Brush Hill Road  
New Fairfield, CT 06812-2665  
(203) 312-5653 FAX (203) 312-5659**

**REQUEST FOR PROPOSAL- DOWNTOWN CENTER STREETSCAPE  
RFP # 2016-17-SO2**

The Town of New Fairfield, Department of Public Works is accepting proposals for consulting/engineering services for Downtown Streetscape Improvements along RT. 37, Rt. 39 and Sawmill RD. in the Town Center, New Fairfield, Connecticut. State Project no. 90-99

**Proposals must be submitted no later than Thursday, December 15, 2016 at 11:00A.M. Reference the Road Project Number 90-99 and Bid Number 2016-17-SO2, on the envelope. Four (4) hard copies and One (1) Disc of the proposals must be received by Purchasing Agent, Patty Mota, 3 Brush Hill Rd., New Fairfield, CT 06812. A mandatory walk through will be held on Friday, December 2, 2016 at 10:00 A.M. for all interested Consultants/Engineering firms and individuals.**

All firms are required to submit a qualifying statement, for each sub-consultant making up the design team, of their financial resources, their experience, and their organizational structure. An organizational chart for the team that will be working on the project must also be provided along with their resumes.

If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued by the Owner and published on the Town of New Fairfield website [www.newfairfield.org](http://www.newfairfield.org) **It is the sole responsibility of the consultant to contact the Purchasing Department or visit the Town website (Invitation to Proposal section) prior to submittal of their final RFP for any addendums to this request.** Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the qualifications not being considered.

- A. **General Project Information:** The Town of New Fairfield wishes to design and construct the next phase of a streetscape improvement project that was started in 1997, in conjunction with the Housatonic Valley Council of Elected Officials (HVECO). Two of the phases were completed in 2010. This final phase will continue to extend the streetscape through the Town center area and will include decorative walks, plantings, limited decorative street lighting, and will have pedestrian connection, to Town offices, local business and two elderly complexes. The project will have crosswalks that will require pedestrian signal phases added to the existing traffic lights which are under State control. The completion of the existing streetscape project will provide numerous benefits to the Town, its citizens and visitors by increasing safe pedestrian access between the Town business center, retail, green spaces and allow elderly citizens from two downtown complexes to walk to the center of Town and leave their cars at home. Providing pedestrian routes and access to Town Center for all pedestrians will also promote healthy life styles.
- B. **Available information:** The Town has the original study, dated October 2005, titled New Fairfield Center Beautification Study that was prepared by Didona Associates. This study is for informational purposes only and in no way reflects current scope and phasing. This study is available to all interested firms and can be viewed upon request.

- C. **STEAP Grant Requirements:** The project is funded under a STEAP that is administered by State DOT Bureau of Engineering and Construction. State Project number 90-99 Downtown Center Streetscape Improvements.
- D. There is a project agreement between the State of CT and the Town of New Fairfield. The project is under the supervision of Hugh H. Hayward, P.E. Transportation Principal Engineer State of CT DOT. All proposing firms must demonstrate their experience with STEAP Grant of similar projects that have work related to sidewalks and other streetscape elements. The executed agreement dated July 22, 2016 between the State of CT and the Town is included and should be reviewed by all proposing firms.
- E. **Scope of Work:**

The Town of New Fairfield is soliciting proposals for engineering consulting firms to prepare survey, easement mapping and design plans for approximately 4000 L.F. of decorative sidewalk and other streetscape-related elements along RT 39, RT 37 & Sawmill Road. The project will also include pedestrian crossings and pedestal mounted pedestrian signals at the intersection of RT 39 and RT 37 which will have to be tied back to the existing traffic signal systems. The firm will also coordinate all utility relocations, prepare and submit all State and local permitting, bidding of the project and submission of all documents necessary under STEAP grant requirements.

***Survey and Mapping:***

All firms shall perform field survey which will include a class C survey of the project limits as roughly depicted in the attached map, 20 feet beyond the State or Town R.O.W. for RT 37 and RT 39 and Sawmill Road. Topographical survey shall show contours every two feet and depict all physical structures with elevations as necessary to complete design of this streetscape project. All property lines shall be depicted on the base maps including all utility locations.

Base maps will be created at a scale no greater than 1" = 20' and will include all of the information collected during the survey portion of this project. Surveying and mapping shall be completed 45 days from the executed contract date.

***Preliminary Design:***

Using the information depicted on the base maps, the designer shall provide the most cost effective preliminary layout of the sidewalks that provides the extension and connectivity of the existing streetscape, elderly housing and access to all downtown business and Town offices in addition to green spaces and recreational opportunities within the project limits. The design shall minimize the impact to individual properties; minimize easements and the need to relocate utilities, while meeting generally accepted engineering standards for sidewalk design. The design shall coordinate with the cross streets and crossings at the intersection of RT 37, RT 39 and Sawmill Road.

The preliminary design shall depict the length, width and the type of sidewalk to be installed. It will also indicate where retaining structures will be necessary and provide typical wall details. All utility locations will be shown on the plan as well as the need for both temporary and permanent easements.

The preliminary design shall depict the most appropriate location of crosswalks and also depict the pedestrian signalization work required to the existing traffic signal at the intersection of RT 37 and RT 39.

The preliminary design shall include landscape features such as planting beds, landscaping decorative walls, and decorative lights.

The preliminary design, once accepted by the Town, shall be the basis to develop an initial cost estimate for the project. The Town is currently using \$400,000 as the cost of construction for this project. It is the consultant's responsibility to provide a preliminary design that meets all of the Town intent and not exceed the project budget.

The preliminary design shall be completed thirty (30) days from the completion and acceptance of the survey and mapping



***Final Design:***

Only after the review and acceptance by the Town of the preliminary design, can a final design and technical specification for this project will be prepared. The final design shall include:

Plan showing the proposed sidewalks and crosswalks

Design of retaining walls

Landscaping design

Decorative lighting design

Pertinent details, including restoration items.

Utility relocations

Property easement maps

A listing of all necessary permits must be provided on drawings

Erosion and sedimentation plans

Maintenance and protection of pedestrian and traffic plan for use in construction

Modifications of existing traffic signals for pedestrian crossing

Final cost estimate

Schedule timeline

Final design shall be completed within thirty (30) days from the acceptance of the preliminary design.

***Bid Documents:***

All of the items listed above shall be provided in an electronic format so they can be posted on the Town Website for the purpose of bidding. Check drawings and documents must be provided to the Town when requested. All proposal documents shall comply with the STEAP grant and the State Agency in charge of the grant. ALL BID DOCUMENTS SHALL COMPLY WITH THE CHRO REQUIREMENTS AND OTHER APPLICABLE STATE AND LOCAL REQUIREMENTS.

***Coordination Services:***

The selective consultant shall be available bi-weekly to meet for coordination meetings. The consultant shall also be available for meetings as required with affected utilities, local and State agencies that have review authority for this project and private property owners impacted by this project. Two public hearings may be required for this project.

***Bidding Services:***

The consultant will assist the Town with bidding the project including answering all RFI's and providing any additional documents or maps required to propose the project. The consultant shall attend a pre-proposal meeting. The Town will be responsible for all advertising and reproduction costs associated with the proposal process. The consultant shall provide proposal review and provide their recommendations on the bid award.

***Construction Services:***

The consultant, as a minimum, shall provide shop drawing review and clarification of drawings as may be necessary. Upon the review of the bids the Town will make a determination of the level of CA services necessary. This fee will be negotiated at that time.

***Project Close Out:***

The consultant shall provide all services required by the STEAP grant and Town to effectively close out project and issue a Certificate of Completion and Compliance. The consultant has sixty (60) days to close out the project.

**F. General Information to Proposers**

The Town Engineer, along with the Public Works Department or their designee, will manage the project for the Town.

All qualified proposals will be evaluated. The award will be made to the consultant whose overall arrangements are deemed in the best interest for the Town including the lowest price; the team's qualifying experience and financial standing. The Town reserves the right to reject any proposals. Proposers are advised that should budgetary constraints dictate part and/or all of the items listed in this RFP might be rejected. The decision shall be final and not subject to recourse by the proposing firm. THE TOWN RESERVES THE RIGHT TO AWARD OR REJECT ANY AND ALL WORK ITEMS FOR THIS PROJECT, THEREFORE THE PRICE MUST BE A STAND ALONE PRICE.

All costs incurred by the consultant in preparing or submitting this proposal is the consultants' sole responsibility. The Town will not reimburse any consultant for costs incurred prior to the award of proposal.

The Town of New Fairfield is exempt from the payment of taxes imposed by Federal Government and the State of Connecticut. Such taxes should not be included in the proposal price.

The person signing the submitted proposal must be a legal representative of the firm authorized to bind the firm to the contract in the event of a successful proposal.

The consultant agrees to be bound by their proposal price for a period of ninety (90) days from the date of submission.

The Town of New Fairfield shall have the right to take such steps as it deems necessary to determine the ability of the consultant to perform the work. The consultant shall furnish all information and data for this purpose as requested. The right is reserved to reject any proposal where an investigation of the available information does not satisfy the Town of New Fairfield that the consultant is qualified to carry out properly the terms of the specifications.

The consultant shall take out and maintain, during the life of the project, adequate Workmen's Compensation Insurance for all of his employees. If employees, engaged in hazardous work under the contract at the site of the work are not protected under the Workmen's Compensation statute, the consultant shall provide Workmen's Compensation Insurance for the protection of his employees not protected otherwise.

The Consultant agrees to furnish insurance coverage for liability, property damage and medical coverage in the following minimum amounts:

- General Liability \$1,000,000 per occurrence
- Umbrella \$2,000,000 per occurrence
- Property Damage \$1,000,000
- Medical Payments \$10,000 per person
- Professional Liability \$1,000,000 per occurrence
- Vehicle Insurance \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage

Policies under this section shall be issued by companies accredited by the Insurance Commission of the State of Connecticut and shall save the Town of New Fairfield and its employees, both collectively and individually, harmless from any claim resulting from personal injuries or property damage caused by the consultant, sub-consultants, his agents, servants or employees. The consultant must submit to the office of the Purchasing Agent, evidence of such insurance coverage in advance of the start date of this project; said insurance shall name the Town of New Fairfield and its agents, servants, and employees as the party insured. The consultant must have a valid State of Connecticut license and be registered with the State of Connecticut. The consultant shall supply a copy of the current professional license to the Town of New Fairfield prior to start of project.

All sub-consultants shall be required to carry the same insurance, and under the same conditions, as specified for the proposer. Nothing contained in the contract established between the consultant and the Town of New Fairfield shall create any contractual relationship between the Town of New Fairfield and any subcontractor.

The consultant shall pay all licenses and permit fees now in existence or which may be incurred due to this agreement or the services provided. The consultant shall be responsible for complying with any applicable federal, state and local laws, codes and regulations concerning any or all services covered by this agreement.

The consultant shall comply with all Town policies, federal and state laws, and rules and regulations concerning non-discrimination in employment. The successful consultant shall not employ any sub-consultant to fulfill any of the duties specified without prior written approval of the Town of Fairfield or Purchasing Agent.

Each consultant team member must submit in writing three (3) professional work references and provide a brief scope of work for each project completed.

PROPOSAL SHEETS

TOWN OF NEW FAIRFIELD STEAP GRANT (State project 90-99)

DOWNTOWN CENTER STREETSCAPE IMPROVEMENTS

RFP# 2016-17-SO2

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_

Company Fax Number: \_\_\_\_\_

E-Mail Address of Company Representative : \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Is your company a MBE/WBE business? YES      NO

***1. Survey and Mapping:***

Provide the products and services as specified in this RFP. Lump sum: \_\_\_\_\_

Lump Sum of: \_\_\_\_\_

(Written)

***Easement Mapping Only***

Provide the products and services as specified in this RFP. Each: \_\_\_\_\_

Each: \_\_\_\_\_

(Written)

***2. Preliminary Design:***

Provide the products and services as specified in this RFP. Lump sum: \_\_\_\_\_

Lump Sum of: \_\_\_\_\_

(Written)



**3. Final Design:**

Provide the products and services as specified in this RFP. Lump sum: \_\_\_\_\_

Lump Sum of: \_\_\_\_\_

(Written)

**4. Bid Documents:**

Provide the products and services as specified in this RFP. Lump sum: \_\_\_\_\_

Lump Sum of: \_\_\_\_\_

(Written)

**5. Coordination Services**

Provide the products and services as specified in this RFP. Lump sum: \_\_\_\_\_

Lump Sum of: \_\_\_\_\_

(Written)

**6. Bidding Services:**

Provide the products and services as specified in this RFP. Lump sum: \_\_\_\_\_

Lump Sum of: \_\_\_\_\_

(Written)

**7. Construction Services: (Limited only as specified in RFP)**

Provide the products and services as specified in this RFP. Lump sum: \_\_\_\_\_

Lump Sum of: \_\_\_\_\_

(Written)

**8. Project Close Out:**

Provide the products and services as specified in this RFP. Lump sum: \_\_\_\_\_

Lump Sum of: \_\_\_\_\_

(Written)

## REFERENCES

List below at least three (3) references for similar projects, including all information requested. ***THIS PAGE MUST BE COMPLETED.*** If firms wish to keep their references confidential, this page may be removed from the proposal package and submitted with the proposal in a separate sealed envelope marked: ***"REFERENCES - CONFIDENTIAL"***. The Town of New Fairfield is not responsible for maintaining the confidentiality of the references unless this procedure is followed. All design firms on the team must submit references separately if not the same corporation.

1) Client \_\_\_\_\_

Project Address/Scope \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

2) Client \_\_\_\_\_

Project Address/scope \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

3) Client \_\_\_\_\_

Project Address/scope \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

4) Client \_\_\_\_\_

Project Address/scope \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

5) Client \_\_\_\_\_

Project Address/scope \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_



## HOLD HARMLESS AGREEMENT

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herein

"**THE CONSULTANT**" agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the forgoing sued as individuals (collectively, the Town Indemnified Parties) from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses and expenses, including attorney fees, arising out of or relating, directly or indirectly, to the *CONSULTANT'S* agents, servants or employees, or *CONSULTANT'S* subs or suppliers malfeasance, misconduct, negligence, errors and omissions or failure to meet its obligations under the RFP and/or contract.

The CONSULTANT, hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the Town/owner and also pay any and all attorney's fees incurred by the Town indemnified parties in enforcing any of the CONSULTANT'S obligation under this agreement.

Dated at New Fairfield, Connecticut this                      day of                      2016.

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*CONSULTANT:* \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

### **RFP GENERAL INFORMATION**

Sealed proposals will be received at the Office of the Purchasing Agent, 3 Brush Hill Road, New Fairfield, CT 06812 until the time and date specified on the cover sheet. Proposals received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted proposal received later than the time and date set for the proposal opening will not be considered. Proposals must remain in effect for a minimum of ninety (90) days unless otherwise noted elsewhere in the proposal specifications.

**PROPOSAL DOCUMENTS**, are available upon receipt of this invitation (if not attached) on the Town's website, [www.newfairfield.org](http://www.newfairfield.org). Adobe Acrobat reader is required to view this document. If you do not have this software, you may download at no cost, from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the proposal by contacting the Purchasing Agent's Office, Town Hall Annex, 3 Brush Hill Road, New Fairfield, CT 06812, (203) 312-5653.

**REPLIES:** Consultants must have the proposal number clearly identified on the outside of the envelope. Consultants not marking the envelopes with the number and date/time of opening on the envelope will have no recourse against the Town of New Fairfield or its employees should the proposal not be opened or missed. In addition, consultants run the risk of the proposal being opened prior to the scheduled opening time. Once opened, such proposals are public record. Any alleged oral agreement made by the consultant with any agency or employee of the Town of New Fairfield will be disregarded.

One original signed copy of the proposal and three additional copies must be submitted all in a sealed envelope clearly labeled with proposer's name, address the words "Proposal Documents" and the Proposal Title, Proposal Number and Proposal Opening Date. No fax or email submission will be allowed.

Proposal price must be submitted only on the Proposal Form included in this RFP. All blank spaces must be completed in ink and must be stated in both words and numbers. Any errors, alterations or corrections must be initialed by the person submitting the proposal. The prices shall include all labor materials and other services required to meet this RFP. NO ADDITIONAL COMPENSATION WILL BE MADE TO THE CONSULTANT FOR ANY COSTS INCURRED OTHER THAN AS PRESENTED ON THE PROPOSAL FORM.

**QUESTIONS:** Request for interpretation of any portion of the RFP may be made in writing to the Purchasing Agent via email. All replies will be given in writing and a copy of any such inquiry and advice (if deemed vital to the proposal by the Purchasing Agent) will be made available to each prospective proposer in the form of an addendum. Bidders should check the Town's website for addendums/updates 24 hours prior to the proposal opening. No inquiries will be taken later than 48 hours prior to the proposal due date.

**NON-COLLUSION STATEMENTS:** In order for proposals to be considered, a non-collusive statement must be submitted with the proposal. A sample non-collusive proposal statement is attached. Proposers may elect to submit their own notarized non-collusion statement.

**PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE:** Each proposer is fully responsible for having read and understood each document in this RFP and any addendums issued by the Town. Each proposer also is deemed to be familiar with all laws, regulations, codes and ordinance that are related to the performance of the work required in this RFP. By submitting a proposal each proposer represents that it has thoroughly examined and become familiar with the scope of work



outlined in this RFP and is fully capable of performing the required work as outlined and required by the Town **with no exceptions**.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the proposal documents and proposal form. Any proposal which is not submitted in the form and manner indicated by the proposal documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be declared “non-responsive” and recommended for rejection. The Town of New Fairfield shall not be responsible for any errors or omissions by the proposer.

**AWARD CRITERIA AND SELECTION:** All proposals will be opened in public and read aloud on the date and time as indicated in this RFP.

The Town reserves the right to correct, after proposer’s verification, any mistakes in a proposal that is a clerical error, such as a price extension, decimal point error, or FOB terms. In the event of a discrepancy between the written price and quoted in words, the written word shall prevail.

The Town reserves the right to accept all or any part of the proposal and reject all proposals or portions of any proposal. The Town can waive any information or non-material deficiencies in a proposal. The Town may also award the purchases of individual items under this RFP to any combination of separate proposals or proposers.

The Town will award the proposal to a firm that it determines its proposal to be in the best interest of the Town. Although price will be considered and is a very important factor in the award, it will not be the key factor in making this award. Strong consideration will be given to a proposer’s overall team experience in the performance of similar projects under STEAP Grant requirements, references, and ability to respond promptly to requests, past performance, and other relevant criteria that is in the Town’s best interest.

Once the Town has selected the proposal that meets all of the specifications, is responsive, and qualifies, and also has the lowest price, the Town will issue a Preliminary Notice of Award to the successful proposer. The award will be subject to further discussions and signing of a contract. The preliminary award can be retracted at any time prior to the signing of the contract.

**CONTRACT:** A response to this RFP is an offer to contract with the Town of New Fairfield based upon the terms, conditions and specifications contained in the Town’s RFP. Proposals do not become contract unless and until executed by the Town. Proposers are expected to sign a contract no later than ten (10) calendar days from the Preliminary Notice of Award.

**CONFORMITY WITH CONTRACT:** In the event the Town determines that the service performed or materials furnished by the consultant are defective, not in conformity with the contract requirements, or has resulted in an inferior or unsatisfactory level of service, the Town shall advise the consultant, in writing, to correct the nonconforming condition within seven (7) days of receipt of letter. Upon failure of the consultant to comply, the Town shall have the authority to correct the condition by other means, including the use of Town employees or by



separate contract. The costs of the action taken by the Town shall be deducted from any monies due or to become due to the consultant under this contract. Notwithstanding, the above notice provisions, if the Town determines that a condition exists which may adversely affect the health or safety of a person or property, the Town shall order the consultant to correct the condition immediately. Upon the refusal of the consultant to comply with the order or a determination by the Town that the consultant is unable to correct the condition, the Town shall have the authority to correct the condition by other means without further notice. Should the consultant fail to adhere to the specifications and requirements, the Town may, at its option, withhold any payments due until such time as the nonconforming items are corrected. The Town may also assess financial penalties as described in these specifications. If the Town has cause to correct a condition that, in the Town's opinion, should have been done by the consultant, the Town may elect to assess financial penalties and/or the additional cost to the Town to obtain other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

**CANCELLATION:**

The Town reserves the right to cancel any unfulfilled portion of the contract (30 day written notice) providing, in the opinion of the Department of Finance, services and/or materials supplied by the consultant is not satisfactory or consistent with the terms of the contract. Upon cancellation, the consultant fees due to him will be determined and paid only for the work that has been accepted, however, the consultant shall not be entitled to any profit on unfinished or unearned work.

**TAXES:** Omit all State and Federal taxes from the proposal. The Town of New Fairfield is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by the design team (proposer) pursuant to any agreement arising from this proposal shall become the property of the Town of New Fairfield upon completion of the project or any termination of the project prior to the completion of the project.

**LEGALITY:** All proposal offers for services shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Consultant will comply with the provisions of the Connecticut Fair Employment Practices Law and other related laws.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the Town Purchasing Agent in a manner that is in the best interest of, and best advantage to, the Town of New Fairfield, provided any such interpretation shall be reasonable.

**RESPONSIBILITY:** The Design team shall render the Town of New Fairfield, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the consultant is not the patentee, assignee, or licensee. The successful proposer agrees to indemnify and hold harmless the Town of New Fairfield, its agents and employees from any and all liability arising out of the successful proposers' operations, functions and/or supplied items.

**DEFAULT:** It shall be understood that a proposer supplying services will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Proposers providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**QUALITY:** The Town of New Fairfield reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the proposer.

**SAMPLES:** Samples forwarded by the proposer will be returned to the proposer at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the Town of New Fairfield or its representative. Samples not returned to the proposer will be disposed of at the discretion of the Town of New Fairfield or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the proposer within thirty days of the proposal opening date. The Town of New Fairfield or its designated agent will dispose of items not picked up within thirty days.

**BONDS (if applicable): NOT APPLICABLE AT THIS TIME**

**INSURANCE:**

**Certificate of Insurance:** All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the Town, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the Town of New Fairfield Purchasing Agent within ten days after the award of the proposal. The Certificate of Insurance must name the Town of New Fairfield, 3 Brush Hill Road, New Fairfield, CT 06812, its subsidiaries, employees, volunteers, directors & officers as the "additional insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent ten days prior to the expiration of the required coverage.

**Workman's Compensation Insurance:** The consultant shall take out and maintain, during the life of the contract adequate Workman's Compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the consultant shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The consultant shall take out and maintain for the life of the contract, adequate public liability insurance of not less than \$1,000,000.00 per occurrences and property damage insurance in an amount of no less than \$1,000,000.00.

**Vehicle Insurance:** The consultant shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by



the State of Connecticut or requested by an official of the Town of New Fairfield as relates to the contract.

**Umbrella Policy:** The Town of New Fairfield requires the consultant to carry an Umbrella Policy of \$2,000,000 per occurrence.

**Professional Liability:** The consultant shall carry \$2,000,000 of Professional Liability insurance for errors and omissions.

**PERMITS:** The successful proposer agrees to obtain all required permits. The cost of obtaining such permits is the responsibility of the proposer.

**EEO:** The successful proposer shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the Town of New Fairfield and as part of the STEAP Grant. In connection with the execution of this proposal, subsequent purchase orders and/or contracts, the consultant shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Consultants must comply with all rules and regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities. The Town of New Fairfield is an equal opportunity and affirmative action purchaser, and proposals from all vendors, including those from enterprises owned by minorities and women are encouraged.

**TERMINATION OF CONTRACT:** Any contract entered into by the Town and the successful proposer shall provide that the Town may terminate the contract upon thirty (30) days notice to the proposer.

**The Town of New Fairfield reserves the right to award or reject any or all proposals, or any portion thereof, to waive technicalities, and to award the proposal and/or contracts to one or more proposers submitting essentially identical proposals and, that in the Town's judgment, will best serve the public interest.**

The terms and conditions of these "RFP General Information" are made a part of the consultant's proposal.



Proposal # \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the  
proposer  
that has submitted the attached request for proposal for  
\_\_\_\_\_;

2. I am fully informed respecting the preparation and contents of the attached proposal and of all  
pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the proposer nor any of its officers, partners, owners, agents, representatives, employees  
or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed  
directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal  
in connection with the work for which the attached proposal has been submitted nor has it in any  
manner, directly or indirectly, sought by agreement or collusion or communication or conference  
with any other proposer, firm or person to fix the price or prices in the attached proposal or of any  
other proposer, or to fix any overhead, profit or cost element of the proposal price or the price of  
any proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement  
any advantage against the Town of New Fairfield or any person interested in the proposed  
proposal;

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its  
agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

My commission expires \_\_\_\_\_